

- d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage
  - g) Personal Injury
- 2) *Business Automobile Liability Insurance* – Limit of no less than \$1,000,000 each accident for property damage and personal injury. Shelby County Government shall be named as additional insured. Coverage is to be provided on all:
- a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.
- 4) *Professional or E&O Liability* – minimum limit of \$500,000 per claim
- 5) *Umbrella or Excess Liability* - minimum limit of \$3,000,000.
- 6) *Crime Insurance* - minimum of \$100,000 per occurrence for each of the following Insuring Agreements: A-1 – Employee Theft; A-2 – Forgery or Alteration; A-3 – Inside the Premises – Theft of Money and Securities; A-4 – Inside the Premises – Robbery or Safe Burglary; A-5 – Outside the Premises – Theft of Money and Securities; A-6 – Computer Fraud; A-7 – Funds Transfer Fraud; and A-8 – Money Orders and Counterfeit Paper Currency. Third Party Coverage is to be included, in a minimum limit of \$100,000. Shelby County Government is to be named as loss payee. Coverage is to include owners as insureds.
- 7) *Property Coverage* - All Risk or equivalent coverage on Contractor's Business Personal Property, inventory and equipment and any improvements or betterments to facility as needed for the execution of the services.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

#### **B. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will

maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **XI. PROPOSAL SUBMISSION**

### **A. GENERAL**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 pm (CST) on April 21, 2008, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

### **B. PROPOSAL PRESENTATION**

1. One (1) original copy (clearly identified as original) and five (5) copies of the proposal are required.

2. The package containing the original and copies must be sealed and marked with the Proposer's name and **FIDUCIARY MANAGEMENT SERVICES, RFP #08-003-55** with due date and time indicated.
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Provider's proposal.

#### C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. **Please download the attachment to this document.** The Proposal Response Sheet and Utilization Report (*required documents*) should be the first two pages of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Utilization Report (**Separate Attachment Form**)
3. Comprehensive Response
  - a. Outline of how respondent can meet or exceed the minimum requirements.
  - b. Detail of how the respondent is qualified to provide the services required.
  - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
  - d. Description of the respondent's policy regarding conduct and dress code.
4. Cost and Fees – The proposal price will include all cost of providing property and fiduciary services outlined in this RFP for a period of 365 days. The Sheriff's Department Jail Division will not be required to supply any labor or pay any cost beyond the "Bid Price".



- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
  - b. Explain any assumptions or constraints in a price proposal to perform the services.
  - c. Explain any additional charges or fees in the proposal.
  - d. Adhere to the requirements of the "Living Wage Ordinance #328", Section VI, Item g.
5. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
  - b. A statement of how long the Proposer has provided services similar to the Services requested herein;
  - c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
  - d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material;
  - e. Resume of each employee engaged in the Services, including the role of each and an overview of their previous experience with similar projects.; and
6. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

## 7. Additional Information

- a. A description of any other resources available to the Proposer that will be useful in providing the Services;
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

## **XII. PROPOSAL EVALUATION AND SELECTION**

### **A. EVALUATION PROCESS**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Understanding of the Services required by the County;
  - b. Quality and responsiveness of the proposal;
  - c. Demonstrated competence and professional qualifications;
  - d. Recent experience in successfully performing similar Services;
  - e. Proposed approach in completing the Services;
  - f. References;
  - g. Background and related experience of the specific individuals to be assigned to this project;
  - h. Time frame for completion; and
  - i. Proposed cost to Shelby County Government.
3. Oral Presentation.

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The Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an

Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

*Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.*

#### B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.



## ATTACHMENT

### Proposal Response Sheet

#### Fiduciary Management Services, RFP # 08-003-55

Name of firm: \_\_\_\_\_

Firm's Website: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remit Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Print: \_\_\_\_\_

Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)

Email address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Print: \_\_\_\_\_

Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)

Email address: \_\_\_\_\_

The signature (s) above indicates that certifies that:

- (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
- (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
- (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
- (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

EOC #: \_\_\_\_\_ (If you do not have a valid EOC #, please contact the EOC Office at 901-545-4336)

\_\_\_\_\_ Check here if you qualify as a MBE \_\_\_\_\_, or WBE \_\_\_\_\_

(Minority or Woman owned Business Enterprise) If so, please indicate the classification below:

☐ African American ☐ Hispanic American ☐ Asian American ☐ Native American ☐ Other \_\_\_\_\_

\_\_\_\_\_ Check here if you qualify as an LOSB (Locally owned Small Business)

Response Checklist:

Please make sure that basic information listed below is provided in your RFP before you submit your response.

- ☐ Cover Sheet/Proposal Response Sheet (Required)
- ☐ Utilization Report (Required)
- ☐ Comprehensive Response to Minimum Requirements & Required Services
- ☐ Cost & Fees
- ☐ Experience of Respondent
- ☐ References
- ☐ Additional Information (optional)

*(This checklist does not absolve the Respondent of any other required documentation indicated in the document not listed above. Please use the information highlighted above as a reference only)*



# RFP UTILIZATION REPORT

	MALE					FEMALE					
	Subtotals	White	African American	Hispanic	Asian Pacific Islander	Other	White	African American	Hispanic	Asian Pacific Islander	Other
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Crafts workers (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Totals											

How was the above information as to race or ethnicity established?  
☐ A) Visual Survey      ☐ B) Employee Records

Please list the date for employment information reported: \_\_\_\_\_, ☐ Other Please Specify: \_\_\_\_\_

The Concept of race used by the Equal Employment Opportunity Commission does not denote clear-cut scientific definitions of anthropologic origins. For the purpose of this report an employee may be include in the group to which he or she appears to belong, identities with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic category

NOTE: 1 The Category "HISPANIC" while not a race identification is included as separates race/ethnic category because of the employment discrimination often encountered in this group, for this reason do not include HISPANIC under either "white" or "black".

For the purpose of this report the following race/ethnic categories will be used:

a) The Category "White" (not of Hispanic origins): All persons having origins in any of the original peoples of Europe North Africa or Middle East.

b) The Category "African American persons having origins in any of the original peoples of Africa

c) The Category "Hispanic" All persons of Mexican, Puerto Rican, Cuban, Central or South American. For other Spanish culture regardless of race

d) The Category "Asian or Pacific Islander". All

persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-Continent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands, and Samoa

e) The Category "American Indian or Alaskan Native". All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation community recognition

Source: Bureau of the Census

Item #: 27

Prepared By: Marcy N. Ingram

Commissioner: MALONE

Approved By: \_\_\_\_\_

ORDINANCE NO. 328

AN ORDINANCE TO AMEND CHAPTER 12, CODE OF  
ORDINANCES, SHELBY COUNTY GOVERNMENT, SO AS TO  
ESTABLISH A LIVING WAGE STANDARD

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WHEREAS, A Civil Service Merit System for employees of Shelby County was established by the Private Acts of 1971, Chapter 110 § 1; and

WHEREAS, It is important to the health and welfare of all residents of Shelby County that working people are paid a wage that enables them to lift their families out of poverty; and

WHEREAS, The County awards taxpayer-funded contracts to businesses to provide services to the public and to the County government; and

WHEREAS, The purpose of this Ordinance is to ensure that Shelby County Government as well as businesses receiving service contracts from the County pay employees a living wage.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That

SECTION 1. Chapter 12, Code of Ordinances, Shelby County Government, be amended so as to create the following:

Chapter 12  
Employees

Art. V Living Wage

12-113 --- 12-125

ARTICLE V – Living Wage

Section 12-113. Definitions:

For purposes of this article, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Contractor** means any person that enters into a service contract with the county.

**County** means Shelby County Government, including those County departments, which exercise independent control over their expenditure of funds.

**Director** means the Director of the Division of Administration and Finance and/or his or her designee.

**Employee** means all persons employed by the County, including but not limited to, classified, unclassified, seasonal workers, law/judicial clerks, miscellaneous